

EXHIBIT 8

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

- - - - -

EDDYSTONE RAIL COMPANY,
LLC

Plaintiff

vs.

BRIDGER LOGISTICS, LLC,
JULIO RIOS, JEREMY GAMBOA,
FERRELLGAS PARTNERS, L.P.,
FERRELLGAS, L.P., BRIDGER
ADMINISTRATIVE SERVICES II,
LLC, BRIDGER MARINE, LLC,
BRIDGER RAIL SHIPPING, LLC,
BRIDGER REAL PROPERTY, LLC,
BRIDGER STORAGE, LLC,
BRIDGER SWAN RANCH, LLC,
BRIDGER TERMINALS, LLC,
BRIDGER TRANSPORTATION,
LLC, BRIDGER ENERGY, LLC,
BRIDGER LEASING, LLC,
BRIDGER LAKE, LLC, J.J.
LIBERTY, LLC, J.J. ADDISON
PARTNERS, LLC

Defendants

Civil Action No.
17-CV-00495

REMOTE VIDEOCONFERENCE

VIDEO RECORDED DEPOSITION OF JULIO RIOS

Thursday, October 1, 2020, 10:29 a.m.

Reported By: Marjorie Peters, FAPR, RMR, CRR, RSA
Job Number: 4248155

REMOTE VIDEOCONFERENCE

VIDEO RECORDED DEPOSITION OF JULIO RIOS,
a witness herein, called by the Plaintiff for
examination, taken pursuant to the Notice, by and
before Marjorie Peters, a Registered Merit Reporter,
Certified Realtime Reporter and Notary Public in and
for the Commonwealth of Pennsylvania, on Thursday,
October 1, 2020, at 10:29 a.m.

1 MR. KRAMER: This is Jake Kramer
2 from Bryan Cave Leighton and Paisner. With me is
3 Sarah Hartley from my firm. We're here on behalf of
4 the corporate defendants, Bridger Logistics and its
5 subsidiaries and Ferrellgas.

6 THE VIDEOGRAPHER: Thank you. Will
7 the Court Reporter please swear in the witness.

8 JULIO RIOS,
9 a witness, having been first duly sworn, was
10 examined and testified as follows:

11 EXAMINATION

12 BY MR. AGUSTI:

13 Q. May I proceed?

14 COURT REPORTER: Yes, sir.

15 MR. AGUSTI: Thank you.

16 BY MR. AGUSTI:

17 Q. Mr. Rios, could you please state your
18 full name and address for the record, please.

19 A. Julio Emerson Rios II, 5625 Netherland
20 Court, Dallas, Texas, 75229.

21 Q. Mr. Rios, I understand you were a
22 practicing lawyer for about 11 years so I apologize
23 if this is something you already know, but I just
24 want to make sure that we're both working off the
25 same wavelength.

1 Q. So basically was your title chief
2 operating officer of Ballengee Interests LLC?

3 A. It was.

4 Q. You remained the chief operating officer
5 of Ballengee Interests LLC, then Bridger Group LLC,
6 and then ultimately Bridger LLC?

7 A. I'm sorry. Could you ask those
8 questions one at a time.

9 Q. Sure. You were chief operating officer
10 of Ballengee Interests LLC; correct?

11 A. I was for a period of time.

12 Q. Then you were chief operating officer of
13 Bridger Group LLC; correct?

14 A. I was, for a period of time.

15 Q. And then you were -- and then when
16 Bridger LLC was formed, you became the chief
17 operating officer of Bridger LLC?

18 A. No.

19 Q. Tell me what I have got wrong.

20 A. When Bridger LLC --

21 Q. What did you --

22 A. -- was formed, Riverstone promoted me to
23 chief executive officer of Bridger LLC.

24 Q. Great. You remained the chief executive
25 officer of Bridger LLC from 2013 to 2015?

1 A. At some point in 2015 that ceased to
2 exist. That ceased to be the case, yes.

3 Q. That point in time was the point in time
4 when Ferrellgas acquired Bridger Logistics?

5 A. That's right. Bridger Logistics LLC.

6 Q. Okay. And as of July 1, 2015, you
7 became the president and chief executive officer of
8 Bridger Logistics; correct?

9 A. I became the president and chief
10 executive officer of Bridger Logistics before July 1
11 of 2015.

12 Q. Okay. When was that?

13 A. June 24th of 2015.

14 Q. Okay. Once you joined -- once the
15 merger was completed, you became an executive vice
16 president of Ferrellgas?

17 A. I'm unfamiliar with what you mean by
18 merger.

19 Q. When -- I'm sorry. When there was an
20 acquisition by Ferrellgas of Bridger Logistics; from
21 that point, you became an executive vice president
22 of Ferrellgas?

23 A. I did.

24 Q. You're still an active member of the
25 Louisiana bar; correct, sir?

1 question. That's not what it says.

2 A. Nobody -- nobody -- Vispi Jilla in that
3 sentence does not say he wants to do anything.

4 Q. I haven't said -- I'm just -- at this
5 point, we are not -- I'm not asking, just to be
6 clear, whose idea this is.

7 I'm asking -- I'm pointing to the
8 fact that we have a sentence there that is calling
9 for payments to be synced up to Bridger Rail
10 Shipping; right?

11 A. The sentence --

12 MR. KRAMER: Object to form.

13 Q. We all agree that that sentence, from
14 whatever source it came, that sentence is saying
15 that you are supposed to sync those up; correct?

16 MR. KRAMER: Objection to form.

17 A. It says to sync -- it says to sync up
18 the accounting records, we can assign the rail
19 load/unload agreements to Bridger Rail Shipping and
20 book these as part of Bridger Rail Shipping so the
21 accounting follows the management report.

22 When we -- when Evercore put the
23 packet together to sell the business to Ferrellgas,
24 our business was divided up into segments in the
25 investment banker report. Trucking was a segment.

1 Rail was a segment. Marine was a segment. Pipeline
2 and pipeline terminals were segments. Okay.

3 And what Ferrellgas was attempting
4 to do, and we objected to them doing it, was to try
5 to place -- to combine all these juridical entities
6 into one juridical entity, so it would all roll up
7 to the segment that was presented to them in the
8 investment presentation.

9 So for example, when we talk about
10 the trucking business, we've got two trucking
11 components, Bridger Transportation and Bridger
12 Leasing. They're talking up here about forming some
13 parent company over on top of Bridger Transportation
14 and Bridger Leasing where everything will roll up to
15 that LLC, so they can just see the Bridger -- the
16 trucking segment by itself, and not have to look at
17 Bridger Transportation LLC and then have to look at
18 Bridger Leasing LLC.

19 Q. Okay. Did you -- so then you say what
20 you've said there before.

21 A. Mm-hmm.

22 Q. I'll be there to discuss and set them
23 straight; correct?

24 A. That's right.

25 Q. Okay. And because Mr. Jilla is

1 A. It has.

2 Q. Mr. Agusti asked you about some notes of
3 a call involving lawyers from Akin Gump in late
4 2015. Do you recall that; it was Exhibit 1024?

5 A. I do recall seeing some -- some notes.
6 1024?

7 Q. Yes.

8 A. Okay.

9 Q. There was a reference in those notes to
10 a BL/BTS contract; do you recall that?

11 A. I do.

12 Q. Okay. What type of arrangement, if any,
13 did Bridger Logistics have with BTS related to the
14 Eddystone facility?

15 A. So Bridger Logistics paid BTS when it
16 used the Bridger Transfer Services assets.

17 So if you talk about the Eddystone
18 asset, Bridger Logistics would have used those
19 assets, it would pay a fee to Bridger Transfer
20 Services.

21 Same thing with the North Dakota
22 pipeline terminals.

23 Q. Would you characterize that arrangement
24 between Bridger Logistics and BTS as a take-or-pay
25 contract?

1 A. No.

2 Q. How would you characterize it?

3 A. You know, it was a spot contract that
4 renewed every month. It was basically an evergreen
5 contract. To the extent that you use it, Bridger
6 Logistics pays for it.

7 MR. KRAMER: Okay. Those are all of
8 my questions. Thank you again.

9 MR. AGUSTI: I have one follow-up
10 question.

11 RE-EXAMINATION

12 BY MR. AGUSTI:

13 Q. Mr. Rios, you said that that contract
14 was a spot contract?

15 A. Yeah.

16 Q. In your view.

17 Are you aware of -- can you point to
18 any logistics company that would provide -- that
19 would enter into a long-term agreement leasing a
20 facility that has agreed to make it available on an
21 exclusive basis to someone on a spot contract?

22 Can you name any examples of that?

23 A. You know, James Ballengee and his
24 companies did that all the time.

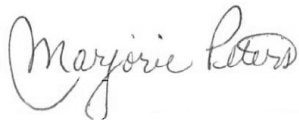
25 Q. Can you name one example?

CERTIFICATE OF COURT REPORTER

I, Marjorie Peters, Fellow of the Academy of Reporting, Registered Merit Reporter, Certified Realtime Reporter, and Notary Public in the State of Pennsylvania, before whom the foregoing deposition was taken, do hereby certify that the witness was placed under oath according to the law; that the foregoing transcript is a true and correct record of the testimony given; that said testimony was taken by me stenographically and thereafter reduced to typewriting under my direction and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

I further certify that signature was not waived by the witness.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of October, 2020.



Marjorie Peters, FAPR, RMR, CRR

My Commission Expires: July 13, 2024